: Chapter 11 : Case No. 05-44640 (Jointly Administered Under Case No. 05-44481) : Amount \$2,800.00  PURSUANT TO FRBP RULE 3001(e) (1)
Case No. 05-44481) ; : Amount \$2,800.00  PURSUANT TO FRBP RULE 3001(e) (1)
PURSUANT TO FRBP RULE 3001(c) (1)
PURSUANT TO FRBP RULE 3001(c) (1)
**************************************
**************************************
*61 B00 B0 Local Control Control
*61 800 00 km km m = 14 4
\$1.800.00 has been seen as
\$2,800.00, has been transferred (unless previously expunged by
te 2305
our claim. However, IF YOU OBJECT TO THE TRANSFER OF THIS NOTICE, YOU MUST:
NSFER WITH:
IE TRANSFEREE. r objection.
R OBJECTION IS NOT TIMELY FILED, THE CORDS AS THE CLAIMANT.
Intako Clerk
•
mail, postage prepaid on, 200,
Deputy Clerk

She ex T

## ASSIGNMENT OF CLAIM

American Precision Mfg Inc, having a mailing address at PO Box 267... Troy, OH, 45373 ("Assignor"), in consideration of the sum of (the "Purchast Price"), done hereby transfer to FAIR WARBOR CAPITAL, LL.C, & agent ("Assignor"), having an address at 875 Avenue of the Americas, Sulte 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankraptey Court, Southern District of New York (the "Court"), Case No. 05-46401, et al. (Jointly Administered Under Cone No. 05-44481), in the currently outstanding amount of not less than \$2,800.00, and all rights and benefits of Assignor relating to the Claim, may be entitled to receive on account of the assumption of any executory contract or least related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guaranter or other third party, together with which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this payignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One);



A Proof of Claim has not been flied in the proceedings. Assignce shall not be responsible for filing any Proof of Claim on your behalf.

A Proof of Claim in the amount of S has been duty and timoly filed in the Proceedings (and a Inte copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be desired the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself in owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$2,800.00 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any promodents thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor, no consent, approval, filing or corporate, partnership or other action to required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and Authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any fluctuating agreement. Assignor battless represents and warrants that no payment than other unsecured creditors; the Claim is not subject to any fluctuating agreement. Assignor satisfaction of the Claim, that Assignor has not previously ospigned, sold or pledged the Claim to any third party, it whole or in part, that Assignor offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party in retuce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Chaim to any other party or has or does assigned are sold or does assign or sell the Chaim, or any third party has assigned or sold or does assign or sell the Chaim, or any third party has assigned or sold or does assign or sell the Chaim, and Assignes does not receive the allocated distribution with respect to the Chaim from the Debtor's estate on account of such other assignment or sale, then the Assigner shall immediately reimburse to Assignes all amounts paid by Assignes to Assigner, plus an amount equal to an additional pany. Assigner further agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assigner regarding the status of the Proceedings, the condition of Debror (financial or otherwise) or any other matter relating to the Proceedings, the Debror or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debror and the status of the Proceedings to make an informed decision reparting the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assigner has deemed appropriate (including information systiable from the files of the Court in the Proceedings), made

Assigner agrees to make to Assigner immediate proportional restriction and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a leaser amount than the Claim Amount tagether with laterest at the rate of ian percent (10%) per amount on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimbute Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased inergin, same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Dabtor.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to set in Assignor's stead, to demand, she for, compromise and recover all such amounts as now are, or may horariter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assigner agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's solo aption. Assignee shall have no obligation to take any action to prove or defend the Claim's whicilty or amount in the Proceedings. Assigner agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, comporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy could end Assignor has paid for the Claim, Assignor shall immediately remit to Assignce all montes paid by Assignce in regard to the Claim and ownership of the Claim shall revert bank to Assignor.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own endersoments or documents necessary to transfer such property to Assignee.

If Assignor fails, to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assigner shall wold the distribution check, the amount of each attributable to such check shall be deposited in Assigner's bank account, and Assignor shall be automatically deemed to have weived its Claim. Unless Assignee is informed otherwise, the address Indianted on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filted, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall mute to the benefit of and be enforceable by Assigner, Assigner and their respective successors and assigns,

Assignment of Claim. All representation and warranties made berein shall survive the execution and delivery of this Assignment of Claim and warranties made berein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York, Any action arising under or tolating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or nouris and agrees that service of process may be upon Assignor by mailing a capy of salet process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor wrives the right to demand a trial by

## CONSENT AND WAIVER

Upon Assignor's delivery to Assignce of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankraptey Procedure ("FRRP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assignee performs its Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event obligation or flatchey regarding this Assignment of Claim. Assigner hereby sicknowledges and consents to all of the terms sot forth in this Assignment of Claim and hereby waives (i) its right to roise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP.

Assert the contract of the condense and the condense of the co	Signar hereanto sete its hand this	thy of 2006.
American Precision Mig Inc		
By: Servery Hicks)	OFFICE MAD	
(Signature)	Print Nome/Title	Telephone
1/1/		
Ву:		
Fredrio Glass - Pair Harbor Capital, LLC		
_		

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC

United States Bankru Southern District o			
_		-X	
In re: Delphi Automotive Sy:	stems, LLC	: Chapter 11 : Case No. 05-44640 (Jointly Case No. 05-44481)	Administered Under
		: Amount \$1,500.00	
	Debtor		
<u>N</u>		AIM PURSUANT TO FRBP RULE	.3001(c) (1)
To: (Transferor)			
To. (Transferor)	Commercial & Industrial E	lectro Nics Inc.	
	Roy Hom		
	5019 Bonny Drive Wichita Falls, TX 76302		
	wtenna rans, 1 X 70302		
The transfer of your electure order) to:	aim as shown above, in the amo	ount of \$1,500.00, has been transferred	(unless previously expunged by
	Fair Harbor Capital, LLC		
	875 Avenue of the America	as, Suite 2305	
•	New York, NY 10001		
		er of your claim. However, IF YOU O DATE OF THIS NOTICE, YOU MU	
FILE A WRI	TTEN OBJECTION TO TH	E TRANSFER WITH:	
	al Deputy Clerk		
	d States Bankruptcy Court tern District of New York		
Alexa	nder Hamilton Custom House		
	Bowling Green York, New York 10004-1408		
		TA THE EN LNOOPERE	
Refer to INTERNAL (	PY OF YOUR OBJECTION CONTROL No	in your objection.	
lf you file an objection TRANSFEREE WILI	a hearing will be scheduled. II L BE SUBSTITUTED ON OU	F YOUR OBJECTION IS NOT TIM OR RECORDS AS THE CLAIMANT	ELY FILED, THE T.
		Fnta	ake Clerk
FOR CLERKS OFFICE	E USE ONLY:	t class mail, postage prepaid on	
INTERNAL CONTRO	L No		
Claims Agent Noticed; Copy to Transferce:	(Name of Outside Agent)		
		Deputy Clor	<u>.</u> .

Commercial & Industrial Electro Nics Inc. having a mailing address at \$019 Bonny Dr., Wichita Falls, TX, 76302 ("Assignor"), in consideration of the sum of the "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, L.L.C., as agent ("Assignor"), having an address at \$75 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Rankruptey Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administored Under Case No. 05-44491), in the currently outstanding amount of not less than \$1,300.00, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any exemptory contract or longe related to the Claim and foca, if any, which may be paid with respect to the Claim and all other visites, taxters of action against the Debtor, its affiliates, any guaranter or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or Issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security Interest.

A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any Proof
of Claim on your behalf.

Assignor represents and warrants that (Please Check One):

A Proof of Claim in the amount of \$\frac{1}{2}\$ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above. Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$1,500.00 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor in full or partial satisfaction of, or in connection with the claim; Assignor has not angaged in any acts, conduct or omissions that might result in Assigner receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any favoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assigned hereby agrees that in the event that Assigner has assigned or sold or does assign or self the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or self the Claim to any other party or has received or shall receive on behalf of Assigner, payment in full or partial satisfaction of, or in connection with the Claim, and Assigner does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assigner shall immediately reimbutse to Assignee all amounts paid by Assignee to Assigner, plus an amount equal to an additional whitely five percent (36%) of the Claim amount as figoritated damages suffered by Assignee on account of such other assignment or sale in the other party. Assigner further agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Assignor is name that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debter (financial or atherwise) or any other matter relating to the Proceedings, the Debter or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debter and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assigner has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule in a tesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is obtimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assigned's sole ention. Assigned shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim. and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers. corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignce has paid for the Claim, Assignor shall immediately reput to Assignce all montes paid by Assignce in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to you the Claim, and to take such other action with respect to the Claim in the Proceedings, as assigned may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignce to which Assignce has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assigned

If Assignor fails to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such wheek, then Assignor shull void the distribution check, the amount of cash attributable to such check shall be deposited in Assigner's bank account, and Assigner shall be automatically deemed to have walved its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filled, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assigner, Assigner and their respective successors and assigns,

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim, All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York, Any action arising under or relating to this Assignment of Claim may be brought in any State or Pederal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by malling a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

#### CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of timusfer pursuant to Rule 3001 (c) of the Federal Rules of Bankruptoy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (c) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignce transfers the Claum back to Assignor or withdraws the transfer, at such time both Assignor and Assignce release each other of all and any obligation or liability regarding this Assignment of Claim. Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (I) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (c) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this \_/ST day of Nounethor 2006. Commercioni & Industrial Ciectre Nica Inc

oy A. Horn-President

Fredric Olass - Pair Hurbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

05-44481-rdd Doc 6398 Filed 01/03/07 Entered 01/03/07 15:38:20 Main Document

Davis Express, having a mailing address at PO Bex 3235,, Anderson, IN, 46018 ("Assigner"), in consideration of the sum of "Purchase Rrice"), dues hereby transfer to FAR HARBOR CAPITAL, LLC, as agent ("Assigner"), having an address at 875 Avenue of the Americas, Suite 2305. New York, MY 10001, all of Assigner's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Dabtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Rankruptcy Court, Southern District of New York (the "Court"). Case No. 05-44646, of al. (Jointy Administered Under Case No. 05-44481), in the currently outstanding amount of not less than \$1,510.00, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, our payments that it may be entitled to receive on account of the assumption of any executory compact or lease related to the Claim and effect, if any, which may be paid with color, rights and herefits and effect, in the claims, causes of action against the Dichies, its affiliates, any guidanner or other third party, together with voting and other, rights and herefits and the claims. The Claim is based on amounts oved to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrents that (Please Check One);

A Proof of Claim has not been filed in the proceedings of Claim on your behalf.	Assignee shall not be responsible for filling any Proof
---	---

A Proof of Claim in the amount of S\_\_\_\_\_\_ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignce shall nevertheless be deemed the owner of that Proof of Claim anti-ject to the terms of this Agreement and shall be outliked to identify itself as owner of such Proof of Claim on the records of the Caurt.

Assignor further represents and warrants that the amount of the Claim is not less than \$1.510.00 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any aslendments thereto ("Schedule") as such; the Claim is a valid, an increasive claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to; or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforcable against Assignor in accordance with its terms; no payment of other distribution has been received by Assignor, or by any third party on behalf of Assignor full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor receiving in respect of the Claim proportionately less payments or distributions or less favorable menument than other unsecured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has tirle to the Claim free of any and all liens, security interests or encombrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment domand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or self the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assigned or sold or partial satisfaction of, or in connection with the Claim, and Assigned does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assigner shall immediately reimburse to Assigned all property of such other assignment or sale to the other thirty-five necessary further agrees to pay all costs and altorney fees incurred by Assigned to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount utilimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, arither Assignment any agent or representative of Assignet has inade any representation whatsoever to Assigner regarding the status of the Proceedings, the Control of the Proceedings, the Debtor or the Claim. Assigner represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assigner, and based on such information as Assigner has deemed appropriate (including information available from the flies of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assigner agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or If the Claim is not listed on the Schedule, onlined, on the Schedule in a lesser amount than the Claim Amount together with interest of the rate of ten percent (10%) per amount on title amount rapid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is bereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignor as its true and lawful attorney and authorizes Assigner to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herelo assigned. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignor may exercise or decline to exercise such powers at Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignor including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Claim, Assignor shall immediately remit to Assignee all monies paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignee.

Assigner agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own endorsements or documents necessary to transfer such property to Assignee.

If Assignor falls to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of each attributable to such check shall be deposited in Assignee's bank account, and Assignor shall be automatically deemed to have varied its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignor, Assigner and their respective successors and assigns.

Assignment of Claim. All representation and warranties made heroin shall survive the execution and delivery of this Assignment of Claim and warranties made heroin shall survive the execution and delivery of this Assignment of Claim and any a single agreement. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal Jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by

#### CONSENT AND WAIVER

Upon Assignor's delivery to Assignce of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee in file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, white Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assignor pursuant to Rule 3001 (e) of the FRBP if, in Assigner's sole and desolate discretion, Assignee determines that due diligence is not satisfactory. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignee release each other of all and any obligation or liability regarding this Assignment of Claim. Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) he right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP.

Prodrie Gless - Pair Harbor Capital\_LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

United States Bankr Southern District o	of New York	,	
In re: Delphi Automotive Sy	ystems, LLC	: Chapter 11 : Case No. 05-44640 (Jointly Case No. 05-44481)	Administered Under
	Debtor	: Amount \$1,104.10	
<u> </u>	,	` <u>AIM PURSUANT TO FRBP RULE :</u>	3001(e) (1)
Court order) to:  No action is required i OF YOUR CLAIM,  FILE A WR  Spec	Fair Harbor Capital, LLC 875 Avenue of the Americas New York, NY 10001 If you do not object to the transfer	of your claim. However, IF YOU OR VTE OF THIS NOTICE, YOU MUS	SIECT TO THE TRANSFER
Alex One	hern District of New York ander Hamilton Custom House Bowling Green York, New York 10004-1408		
SEND A CO Refer to INTERNAL	PY OF YOUR OBJECTION TO CONTROL No in	O THE TRANSFEREE.  1 your objection.  YOUR OBJECTION IS NOT TIME	NV PU th THE
TRANSFEREE WIL	L BE SUBSTITUTED ON OUR	RECORDS AS THE CLAIMANT.	DY FILED, THIC
	<u> </u>	[ntal	ke Clerk
FOR CLERKS OFFIC This notice was mailed	E USE ONLY; to the first named party, by first (	class mail, postage prepaid on	, 200
	DL No		
Claims Agent Noticed: Copy to Transferee;	(Name of Outside Agent)		
		Deputy Clerk	<del></del>

Je — 1-1 P. Associates LLC, having a mailing address at 3700 5th Ave South, Birmingham, AL, 35222 ("Assignor"), in consideration of the sum of — (the "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue of the Americas. Solve 7305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Antignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44681), in the currently outstanding amount of not less time \$1,104.10, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, the payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantee or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, scentifies, instruments and other property which may be paid or insued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of callection and shall not be deemed to error a security inferest.

Assignor represents and warrants that (Please Check One):

A Proof of Claim has not been filled in the proceedings. Assignee shall not be responsible for filling any Proof of Claim on your behalf.

A Proof of Claim in the amount of \$\frac{1}{2}\$ has been duly and timely filed in the Proceedings (and a true capy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above. Assignee shall nevertholess be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$i,104.10 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or emissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encombrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assignor shall immediately reimburse to Assignee all amounts paid by Assignee to Assignor, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confinding a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter reinting to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee Immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disablowed, subordinated, objected to or otherwise impaired for any roason whatsoever in whole or in port, or if the Claim is not listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a losser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal face and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assigner is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignee as its true and learful attorney and authorizes Assignee to act in Assignor's strad, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned, Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignce has paid for the Claim, Assignor shall immediately remit to Assignce all monies puid by Assignce in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Dahtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assigner further agrees that any distribution received by Assignor on account of the Claim, whether in the form of each, securities, instrument or any other property, chall constitute property of Azsignee to which Assignee has an absolute right, and that Assigner will hald such property in trust and will, at its own expense, promptly (but not later than S business days) deliver to Assignee any such property in the same form recoived, logether with any endorsements or documents necessary to transfer such property to Assignee.

If Assignor fails to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assigner shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall have to the benefit of and be enforceable by Assigner, Assigner and their respective successors and assigns,

Assignor hereby auknowledges that Assigned may at any time reassign the Clubs, together with all right, title and interest of Assigned in and to this Assignment of Claim, All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

## CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim. Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignce, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assignor pursuant to Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignce transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assigner release each other of all and any obligation or liability regarding this Assignment of Gleim. Assigner hereby acknowledges and consents to all of the terms set fortir in this Assignment " of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (c) of the FREP.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this 30th day of November 2006.

Jeff**co**nt & Associates LLC

(Signature)

Telephone

Fredric Glass - Fair Marbor Capital, LLC

Delphi • DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

United States Bankrup Southern District of	New York		
In re: Delphi Automotive Syst	ems, L <sup>T</sup> C	: Chapter II : Case No. 05-44640 (Join Case No. 05-44481)	ntly Administered Under
	Delitor	: Amount \$1,740.00	
	<u> TRANSFER OF CLAI</u>	<u>M PURSUANT TO ERBP RU</u>	LE <u>3</u> 001(c) (1)
To: (Transferor)	Megacity Fire Protection, Inc. Larry Gagnon 8210 Expansion Way Dayton, OH 45424		red (unless previously expunged by
ene transfer or your class court order) to:	Fair Harbor Capital, LLC 875 Avenue of the Americas, New York, NY 10001		real (unless previously expanged by
	you do not object to the transfer o TTHIN 20 DAYS OF THE DA		J OBJECT TO THE TRANSFER MUST:
Specia United Southe Alexar One B	TTEN OBJECTION TO THE T 1 Deputy Clerk I States Bankruptey Court arn District of New York afer Hamilton Custom House owling Green York, New York 10004-1408	TRANSFER WITH:	
SEND A COP Refer to INTERNAL C	Y OF YOUR OBJECTION TO ONTROL No in	THE TRANSFEREE.	
If you file an objection a	thearing will be scheduled. IF Y BE SUBSTITUTED ON OUR	OUR OBJECTION IS NOT T RECORDS AS THE CLAIM/	TMELY FILED, THE ANT.
			Intake Clerk
FOR CLERKS OFFICE			
INTERNAL CONTROL	, No		
	Name of Outside Agent)		
		Deputy 0	Clerk

Manacity Fire Protection, Inc., having a mailing address at #210 Expansion Way,, Dayton, OH, 45424 ("Assignor"), in consideration of the sum of e "Parchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignor"), having an address at \$75 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or clahms of Assignor, as more specifically set forth (the "Chehm") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptey Caurt, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Casa No. 05-44681), in the corrently outstanding amount of not less than \$1,740,00, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, oure payments that it may be outsided to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, togethor with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security lowerest.

Assignor represents and warrants that (Please Chock One);

X	A Proof of Claim has not be of Claim on your behalf.	zon filed in the p	roveedings, Assig	mee shall not be responsible for filing any Proof

A Proof of Claim in the amount of \$\\_\_\_\_\_ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assigned shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be culfied to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$1,740,00 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, (iling or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring, agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatmover, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to redoce the

Assignor horeby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assigned does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assignor shall immediately reimburse to Assignee all amounts paid by Assignee to Assignor, plus an amount equal to an additional thirty-five-percent (35%) of the Chain amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attorney fees hearingd by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Cialm and that such amount may not be absolutely determined until entry of a find order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assigner regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assigner represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assigner has decined appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assigned immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, submidiated, objected to or otherwise impalred for any reason whatsoever in whole or in part, or if the Claim is not fisted on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with Interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assigner further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assignor upon Assignee's satisfaction that the Claim has been allowed to the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrovecably appoints Assignee as its true and lawful attorney and authorizes Assignee to not in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned, Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may excreise or dealine to operate such powers at Assignce's sole option. Assigner shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assigned has paid for the Claim, Assignor shall immediately comit to Assignee all months paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

If Assignor fails to negatine the distribution check issued to Assignor on or before ninery (90) days after issuance of such check, then Assignee shull void the distribution check, the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assigner shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for dishibution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such,

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assigner, Assigned and their respective successors and assigns.

Assignor hereby acknowledges that Assignce may at any time reassign the Claim, together with all right, title and interest of Assignce in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construct in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Clulm, and in any action becounder Assignor waives the right to demand a trial by Jury.

# CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim. Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (a) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (c) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignce transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignce release each other of all and any obligation or liability regarding this Assignment of Claim. Assignor hereby acknowledges and consents to all of the terms set-forth in this Assignment of Chairmand hereby walves (1) its right to raise any objection hereto, and (il) its right to receive notice purspant to Rule 3001 (e) of the FRBP. IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this BTH day of NOVEMER 2006.

Telephone

Megacity Fire Protection, Inc.

(Signature)

Predric Glass - Foir Herbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amounted & Restated

In re:	<b>L</b>
Delphi Automotive Systems, LLC	: Chapter 11 : Case No. 05-44640 (Jointly Administered Under Case No. 05-44481)
	: : Amount \$1,243.00
Debtor	·
NOTICE: TRANSFER OF CLA	IM PURSUANT TO FREE RULE 3001(e) (1)
To: (Transferor)	
Prein & Newhof, PC	
Michael Fuller	
3260 Evergreen Drive	
Grand Rapids, MI 49505	
The transfer of your claim as shown above, in the amoun court order) to:	nt of \$1,243.00, has been transferred (unless previously expunged by
Pair Harbor Capital, LLC	
875 Avenue of the Americas,	Suite 2305
New York, NY 10001	
No action is required if you do not object to the transfer of YOUR CLAIM, WITHIN 28 DAYS OF THE DA	of your claim. However, IF YOU OBJECT TO THE TRANSFER TE OF THIS NOTICE, YOU MUST:
FILE A WRITTEN OBJECTION TO THE 3	TRANSFER WITH:
Special Deputy Clerk	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
United States Bankruptcy Court	
Southern District of New York Alexander Hamilton Custom House	
One Bowling Green	
New York, New York 10004-1408	
SEND A COPY OF YOUR OBJECTION TO Refer to INTERNAL CONTROL No in	THE TRANSFEREE, your objection.
f you file an objection a hearing will be scheduled. IF Y FRANSFEREE WILL BE SUBSTITUTED ON OUR	OUR OBJECTION IS NOT TIMELY FILED, THE RECORDS AS THE CLAIMANT.
	Intake Clerk
OR CLERKS OFFICE USE ONLY:	
This notice was mailed to the first named party, by first el	lass mail, postage prepaid on, 200
NTERNAL CONTROL No.	
Claims Agent Noticed; (Name of Outside Agent) Copy to Transferce:	
	Deputy Clerk
	DODINY CIERK

From & Newhof, PC, having a mailing address at 3260 Evergreen Dr. NE<sub>m</sub>, Grand Rapids, MI, 49505 ("Assignor"), in consideration of the sum of the "Purchase Price"), does hereby transfer to RAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 09-44481), in the currently outstanding amount of not less than \$1,243,00, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, our payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guaranter or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all eash, securifies, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment stall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be

!

Assignor represents and warrants that (Planse Chack One):

- A Proof of Claim has not been filed in the proceedings. Assignce shall not be responsible for filing any Proof of Claim on your behalf.
- A Proof of Claim in the amount of 3 \_\_\_\_\_ has been duly and timely filled in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above. Assigner shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$1,243.00 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Dabtor on its schedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, unforceable claim against the Dabtor; no consent, approval, filling or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the payments or distributions or less favorable treatment than other unaccord creditors; the Claim is not subject to any incorring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim, and Assigned does not receive on shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assigned does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assigner shall immediately reimbared to Assignee all amounts paid by Assignee to Assigner, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assigner further agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, aciditer Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance an Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional rostitution and repayment of the above Purchase Price to the extent that the Claim is disalitowed, subordinated, objected to or otherwise impoired for any reason whorsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is much. Assignor further agrees to reinhourse Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein. Assigner is hereby deemed to sell to Assignee, and, at Assignee's option only. Assignee hereby agrees to purchase, the balance of said Claim at the Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignoo as its true and lawful attorney and authorizes Assignee to not in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignace's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to offeet the assignment of the Claim. and any payments or distributions on account of the Chain: to Assignee including, without limitation, the execution of appropriate transfer powers,

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Claim, Assigner shall immediately remit to Assignee all monies paid by Assignee in regard to the Claim and

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assigner will hold such property in trust and will, at its own exponse, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

If Analgnor fails to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall vold the distribution check, the amount of cash attributable to such check shall be deposited in Assigner's bank account, and Assignor shall be automatically deemed to have walved its Claim. Unless Assignce is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignor, Assignee and their

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim, All representation and warrantles made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assigner by such court or courts and agrees that service of process may be upon Assigner by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hercunder Assignor waives the right to demand a trial by jury.

# CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice: of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assignor pursuant to Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, at such time both Assigner and Assignee transfers each other of all and any obligation or liability regarding this Assignment of Claim. Assignment hereby acknowledges and consents to all of the terms set forth to this Assignment of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (c) of the FRBP,

Telephone

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this 10 20 day of November 4, 2006.

By:

Predric Glass - Felr Herbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

United States Banks Southern District	of New York	V	
In re: Delphi Automotive S	Systems, LLC	; Chapter	ointly Administered Under
	Debtor	: Amount \$1,040.00	
	NOTICE: TRANSFER OF	X <u>Claim Pijrsuant to Frb</u> p R	TJLK 3001(e) (1)
To: (Transferor)			<u> </u>
To. (Flansierus)	Simpson Robert B dba V Robert Simpson 20 County Gables Circle Rochester, NY 14606		
The transfer of your occurt order) to:	claim as shown above, in the ar Fair Harbor Capital, LLC 875 Avenue of the Amer New York, NY 10001		erred (unless previously expunged by
No action is required OF YOUR CLAIM,	if you do not object to the tran	isfer of your claim. However, IF YO DATE OF THIS NOTICE, YOU	U OBJECT TO THE TRANSFER MUST:
Spe Unit Sou Ale: One	CITTEN OBJECTION TO T cial Deputy Clerk ied States Bankruptcy Court thern District of New York kander Hamilton Custom House Bawling Green y York, New York 10004-1408	HE TRANSFER WITH:	
SEND A CO Refer to INTERNAL	PY OF YOUR OBJECTION CONTROL No.	N TO THE TRANSFEREE,in your objection.	
If you file an objection TRANSFEREE WIL	n a hearing will be scheduled, LL BE SUBSTITUTED ON C	IF YOUR OBJECTION IS NOT TO OUR RECORDS AS THE CLAIM	FIMELY FILED, THE ANT.
•••			Intake Clerk
FOR CLERKS OFFIC	E USE ONLY:	irst class mail, postage prepaid on	
NTERNAL CONTRO	OL No		
Claims Agent Noticed Copy to Transferee:	: (Name of Outside Agent)	_	
		Deputy	Cferk

Simpson Robert B, having a mailien address at BBA Vibra Nostics, 20 County Gables Circle, , Rachester, NY, 14606-3536 ("Assignor"), in consideration of the sum c e "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignor"), having an address at 875 Avenue of the Americas, Suito 2305, New York, NY 16001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for congulization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44641), in the currently outstanding amount of not less than \$1,040,00, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lesse related to the Claim and less, if any, which may be paid with respect to the Claim and all other cloims, causes of action against the Debtor, its offiliates, any normanter or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instrument and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth helps and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One):

- A Proof of Claim has not been 0)ed in the proceedings. Assignee shall not be responsible for filing any Proof of Claim on your behalf.
- A Proof of Claim in the amount of \$\frac{3}{4}\trace \trace{P}{2}\$ has been duly and thereby filed in the Proceedings (and a free copy of such Proof of Claim is susceed to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the foot of the foo

Assignor further represents and warrants that the amount of the Claim is not less than \$1,040.00 that the Chaim in that emount in valid and that no objection to the Claim exists and is listed by the Debtor on his schedule of liabilities and any amondments thereto ("Behedule") as such; the Claim is a valid, enforceable cluim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, tegal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assigner receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any faultoring agramment. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has the to the Claim five of any and all liens, security interests or encumbrances of any kind or nature whotsoever, and that there are no offices or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to induce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does assign or sell the Claim, or any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial antisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debton's estate on account of such other assignment or sale, then the Assigner shall immediately reimburse to Assignee all amounts paid by Assignee to Assigner, plus an undust oqual to an additional thirty-five parcent (35%) of the Claim amount as liquidated damages suffered by assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except us set forth in this Assignment, neither Assigner not any agent or representative of Assigner has made any representation whatsnover to Assigner regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assigner represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assigner, and based on such information as Assigner has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unfiguidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten porcent (10%) per amount on the amount repaid for the period from the date of this Assignment fitrough the date such repayment is made. Assignor further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is utilimately allowed in or amount in excess of the amount purchased herein, Assignee is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the bulance of sald Claim at the Salam percentage of claim paid herein not to exceed twice the Claim amount specified above, Assignee shall remit such payment to Assigner upon Assignee's antiefication that the Claim has been allower in the higher amount and is not subject to any objection by the Debtor.

Page I of 2

Assignor hereby irrevocably appoints Assignor as its true and lawful attorney and authorizes Assigned to act in Assignor's stead, to demand, sue for compromise and recover all such amounts as now art, or may because become, due and payable for or on account of the Claim berein assigned. Assignor grants onto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assigner agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bunkruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Claim, Assignor shall immediately remit to Assignee all monites paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to three request. Assignor faction agrees that any distribution received by Assignor on account of the Claim, whether in the form of each, securities, instrument or any other property. shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in this and will, at its own expense, promptly (but not later than 5 business that) deliver to Assignee say such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

If Assigner fails to negotiate the distribution check issued to Assigner on or before ninety (90) days after issuance of such check, then Assigned shall void the distribution check, the amount of cash auxiliable to such sheek shall be deposited in Assigned's bank assount, and Assigner shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall fitter to the benefit of and be enforceable by Assigner, Assigner and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and Interest of Assignee in and to this Assignment of Claim. All representation and warranties much herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a slogle agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action urising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor of the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

## CONSENT AND WAIVER

Upon Arrignor's delivery to Assignee of its executed signature page to this Assignment of Cleim, Assigner hereby authorizes Assignee to file a notice of manafer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its die diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assignee pursuant to Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence in not entirefactory. In the event Assignee transfers the Claim back to Assigner or withdraws the transfer, at such time both Assigner and Assignee release each other of all and any obligation and less that the first to raise any objection hereby technowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive on fine pursuant to Rule 1001 (e) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2006.

Simpson Robert B

(Signature)

Robert B. Surject Printed of

Telephone

Fredric Glass /Foir Harbur Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

Page 2 of 2